



CONTRACT TO PURCHASE REAL ESTATE

Commercial/Industrial/Investment Real Estate

(Form approved by the Dayton Area Board of REALTORS®. This is a legally binding contract.
If the provisions are not understood, legal advice should be obtained.)



1. Dayton, Ohio _____, 20____
2. **1. OFFER.** The undersigned Purchaser offers to buy through _____, Broker(s),
3. on the terms and conditions set forth below, the real property (the "Property") located in _____, County of
4. _____, State of Ohio, described as follows: _____
5. _____
6. **2. INCLUDED IN THE SALE.** The Property shall include the land, all appurtenant rights, privileges and easements, and all
7. buildings, improvements and fixtures, including, but not limited to, such of the following as are now on the Property: all electric,
8. plumbing, heating and air conditioning equipment; all window and door shades, blinds, awnings, and screens; all storm windows
- and doors; and all landscaping; EXCEPT: _____
9. _____
10. If any other personal property is to be included in the sale, check here _____, and list items on the Personal Property Addendum.
11. **3. PRICE.** Purchaser agrees to pay for the Property the sum of \$ _____ payable as
12. follows: (a) EARNEST MONEY: Upon presentation of this offer, Purchaser has delivered to
13. _____, Broker, the sum of \$ _____ ("Earnest Money") to be
14. (i) deposited in the Broker's trust account promptly after acceptance of this offer or (ii) returned to Purchaser upon request if this
15. offer is not accepted. The Earnest Money shall be paid to Purchaser or applied on the purchase price at closing. If the closing does
16. not occur because of Seller's default or because any condition of this Contract is not satisfied or waived, Purchaser shall be
17. entitled to the Earnest Money. If Purchaser defaults, Seller shall be entitled to the Earnest Money. In either event, Broker shall not
18. release the Earnest Money from the trust account except (A) in accordance with joint written instructions of Seller and Purchaser,
19. or (B) in accordance with the following procedures: if the closing does not occur for any reason (including the default of either
20. party), the Broker holding the Earnest Money may notify Seller in writing that the Earnest Money will be returned to Purchaser
21. unless Seller makes a written demand for the Earnest Money within 20 days after the date of the Broker's notice. If the Broker does
22. not receive a written demand from the Seller within the 20-day period, the Broker shall return the Earnest Money to Purchaser. If
23. written demand is received by the Broker within the 20-day period, the Broker shall retain the Earnest Money until (i) Seller and
24. Purchaser have settled the dispute; (ii) disposition has been ordered by a final court order; or (iii) the Broker deposits the Earnest
25. Money with a court pursuant to applicable court procedures. Payment or refund of the Earnest Money shall not prejudice the rights
26. of the Broker(s) or the non-defaulting party in an action for damages or specific performance against the defaulting party.
27. (b) BALANCE: The balance of the purchase price shall be paid by cash (certified or cashier's check) at time of closing.
28. (c) FINANCING: If Purchaser's obligations under this Contract are conditioned on obtaining financing, check here _____ and
29. describe on the Financing Addendum.
30. **4. DEED.** Seller shall furnish a transferable and recordable general warranty deed conveying to Purchaser, or nominee, a
31. marketable title to the Property (as determined with reference to the Ohio State Bar Association Standards of Title Examination)
32. with dower rights, if any, released and free and clear of liens, rights to take liens, and encumbrances whatsoever, except (a) legal
33. highways, (b) any mortgage assumed by Purchaser, (c) all installments of taxes and assessments becoming due and 33.payable
34. after the closing, (d) rights of tenants in possession, (e) zoning and other laws, and (f) easements and restrictions of record
35. which would not prevent Purchaser from using the Property for the following purpose: _____
36. _____ If title to all or part of the Property is unmarketable or is subject to matters not
37. excepted as provided above, Seller at Seller's sole cost shall cure any title defects and/or remove such matters within 10 days after
38. receipt of written notice from Purchaser, and if necessary the closing date shall be extended to permit Seller the full 10 days to
39. clear title. Seller shall have the right at closing to pay for the removal of any encumbrances or liens out of the purchase price.
40. **5. INSPECTION.** Purchaser reserves the right to make the following inspections of the Property (check one): _____ None _____ See
41. Inspection Addendum.
42. **6. TAXES.** At closing, Seller shall pay or credit on the purchase price (a) all real estate taxes and assessments, including penalties
43. and interest, which became due and payable prior to the closing, (b) a pro rata share, calculated as of the closing date which would
44. be subject to recoupment if the Property were converted to a non-agricultural use (whether or not such conversion actually occurs),
45. unless Purchaser has indicated in Paragraph 4 that Purchaser is acquiring the Property for agricultural purposes. If the Property is
46. located in Montgomery County, the tax proration shall be made in accordance with the Montgomery County "short proration"
47. method, in which Seller's share is based upon the number of days from the date of the immediately preceding semi-annual
48. installment to the date of closing. If the Property is located outside of Montgomery County, the tax proration shall be made in
49. accordance with (check one): _____ the Montgomery County "short proration" method or _____ the "long proration" method, in
50. which Seller's share is based upon the taxes and assessments which are a lien for the year of closing. (If neither method is]
51. checked, the short proration shall apply.) If the short proration is used, any special assessments which are payable in a single
52. annual installment shall nevertheless be prorated on the long proration method. All prorations shall be based on the most recent
53. available tax rates, assessments and valuations.
54. **7. PRORATIONS.** Rents, utilities and other operating income and expenses shall be prorated as of the date of closing. Purchaser
55. shall pay all utilities and other operating expenses which may become due and payable following the date of closing. Any security
56. deposits held by Seller shall be transferred to Purchaser at closing.
57. **8. SELLER'S REPRESENTATIONS.** Seller represents that those signing this Contract constitute all of the owners of the Property,
58. together with their respective spouses. Seller further represents that with respect to the Property (a) no orders of any public
59. authority are pending, (b) no work has been performed or improvements constructed that may result in future assessments, (c) no
60. notices have been received from any public agency with respect to condemnation or appropriation, change in zoning, proposed

Property _____

61. future assessments, correction of conditions, or other similar matters, (d) the Property is currently zoned _____, and (e) to the
62. best of Seller's knowledge, except as indicated below: (1) no toxic, explosive or other hazardous substances have been stored,
63. disposed of, concealed within or released on or from the Property in violation of applicable environmental laws, and no other
64. adverse environmental conditions affect the Property; (2) no underground storage tanks are currently located on the Property nor
65. have any been previously removed from the Property; (3) there is no PCB-containing equipment on the Property; (4) removal of
66. asbestos materials from the Property is not required under any applicable governmental laws, order or regulations; (5) none of the
67. Property consists of wetlands, nor have any former wetlands on the Property been filled in; and (6) the Property has not been the
68. subject of any type of environmental investigation or cleanup.

69. EXCEPTIONS:

70. _____
71. _____

72. These representations shall survive the closing.

73. **9. POSSESSION.** Possession shall be given, subject to tenants' rights, _____ (insert "at" or number of days after)
74. closing. If possession is to be given after closing, Seller shall vacate no later than _____ A.M./P.M. on the possession date
75. and utilities shall not be prorated as in Paragraph 7 but paid for by Seller until the possession date. Seller shall be responsible to
76. Purchaser for any damages caused by Seller's failure to deliver possession on the stated date. In addition, if Seller shall fail to
77. deliver possession on the stated date, rent shall be paid to Purchaser as follows: _____
78. _____
79. _____

80. **10. DAMAGE OR DESTRUCTION TO PROPERTY.** If any buildings or other improvements are substantially damaged or
81. destroyed prior to closing, Purchaser shall have the option (a) to proceed with the closing and receive the proceeds of any
82. insurance payable in connection therewith, or (b) to terminate this Contract. Seller shall keep the Property adequately insured
83. against fire and extended coverage perils prior to closing. Seller agrees to maintain the Property in its present condition until
84. delivery of possession, subject to ordinary wear and tear and the provisions of this paragraph.

85. **11. ACCEPTANCE; CLOSING.** This offer shall remain open for acceptance until _____, 20 ____ at 4:59 p.m. The
86. closing for delivery of the deed and payment of the balance of the purchase shall be held on or before _____,
87. 20 ____ at a time and place mutually agreed upon by Seller and Purchaser. In the event of a failure of the parties to agree, the
88. closing shall be held on the last day designated in this paragraph and the Broker procuring the Purchaser shall designate the time
89. and place of closing.

90. **12. GENERAL PROVISIONS.** Upon acceptance, this offer and the attached addenda shall become a complete agreement binding
91. upon and inuring to the benefit of Purchaser and Seller and their respective heirs, personal representatives, successors, and
92. assigns, and shall be deemed to contain all the terms and conditions agreed upon, there being no oral conditions, representations,
93. warranties or agreements. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding
94. upon the parties unless in writing signed by both parties. Upon Purchaser's examination of the Property as provided herein, and
95. except as otherwise provided in this Contract, Purchaser is accepting the Property "as is" in its present condition, relying upon such
96. examination as to the condition, character, size, utility and zoning of the Property. Time is of the essence of all provisions of this
97. Contract. All representations, warranties and agreements in this Contract shall survive the closing. Any word used in this offer and
98. the acceptance thereof shall be construed to mean either singular or plural as indicated by the number of signatures hereto.

99. **13. ADDENDA.** The following Addenda and attachments are included and shall be considered an integral part of this Contract:

100. Personal Property Financing Inspection Lead-Based Paint (pre-1978 housing only)
101. Other (Describe) _____

102. WITNESS: _____ Purchaser _____
103. MAKE DEED TO (Print): _____ Purchaser _____
104. _____ Address _____

105. _____ ACCEPTANCE _____ Date: _____, 20 ____
106. The undersigned Seller (____) accepts the foregoing offer; or (____) counteroffers according to the initialed changes set forth
107. above or in the attached Addenda, which counteroffer shall remain open for acceptance until _____, 20 ____ at
108. 4:59 P.M.

109. WITNESS _____ Seller _____
110. Not accepted at this time. Thank you for your offer. _____ Print _____
111. Seller _____ Seller _____
112. Seller _____ Print _____

113. _____ DEPOSIT RECEIPT _____ Date: _____, 20 ____

114. _____
115. Receipt is acknowledged of \$ _____ earnest money, to be deposited in the undersigned Broker's trust account
116. upon acceptance of this offer and to be applied as provided in paragraph 3 (a) above.
117. _____ By _____, REALTOR®

(Firm Name)

(Agents Sign.)

Phone _____ 57044